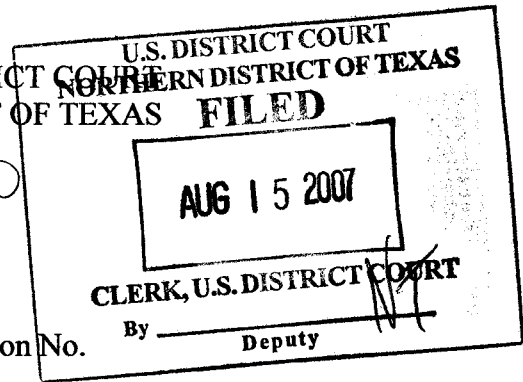


K
ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



Continental Casualty Company, Valley
Forge Insurance Company and
Transportation Insurance Company

Plaintiffs,

v.

ABC Data, Inc., dba Unicard Systems, Inc.
and Does 1 through 10, inclusive,

Defendants.

Civil Action No.

307 - CV 1408 - K

COMPLAINT

COMES NOW plaintiffs Continental Casualty Company, Valley Forge Insurance Company and Transportation Insurance Company, and as their Complaint against ABC Data, Inc., dba Unicard Systems, Inc. and Does 1 through 10, allege as follows:

JURISDICTION AND VENUE

1. This court has original diversity jurisdiction pursuant to 28 U.S.C. § 1332. Defendant is a citizen of the state of Texas, having been incorporated in Texas and having its principal place of business in Dallas, Texas. Plaintiffs are citizens of a state other than Texas, as set out below. This is a civil action in which the amount in controversy exceeds \$75,000, exclusive of interests and costs.

2. Venue is proper in this district and division pursuant to 28 U.S.C. § 1391, because defendant resides in Dallas, Texas.

3. This action for declaratory relief is brought pursuant to 28 U.S.C. § 2201(a).

THE PARTIES

4. Plaintiff Continental Casualty Company (hereinafter "Continental Casualty") is a corporation organized and existing under the laws of the State of Illinois, with its principal place of business in Illinois. Continental Casualty is authorized to do business in the State of Texas and is engaged in the business of insurance.

5. Plaintiff Valley Forge Insurance Company (hereinafter "Valley Forge") is a corporation organized and existing under the laws of the State of Pennsylvania, with its principal place of business in Illinois. Valley Forge is authorized to do business in the State of Texas and is engaged in the business of insurance.

6. Plaintiff Transportation Insurance Company (hereinafter "Transportation") is a corporation organized and existing under the laws of the State of Illinois, with its principal place of business in Illinois. Transportation is authorized to do business in the State of Texas and is engaged in the business of insurance.

7. Defendant ABC Data, Inc. dba Unicard Systems, Inc. is a corporation doing business in the State of Texas. Plaintiffs are informed and believe that ABC Data, Inc. dba Unicard Systems, Inc. is organized and exists under the laws of the State of Texas, with its principal place of business in Dallas, Texas. Plaintiffs also are informed and believe and thereon allege that ABC Data, Inc. dba Unicard Systems is, and at all times relevant hereto, was engaged in business in the State of Texas.

GENERAL ALLEGATIONS

8. Defendant ABC Data, Inc. dba Unicard Systems, Inc. (hereinafter "Unicard") is in the business of providing automated member identity verification services to Restaurant Clubs in the State of Texas.

9. Texas law requires Restaurant Clubs to keep accurate records on all club members and allows the Restaurant Clubs to use an automated bookkeeping system to achieve these goals.

10. In the mid-1990's and again from February 22, 2002 to the present, Unicard contracted with the State of Texas Department of Public Safety (hereinafter "DPS") to purchase certain information contained within Texas motor vehicle records

such as names, addresses, and birthdates for the permissible business purpose of providing automated member identity verification services to Restaurant Clubs organized and regulated under Texas law.

11. Under Texas law, a legitimate business can submit an application to the Texas DPS stating among other things a “permissible purpose” for obtaining certain motor vehicle record information concerning Texas residents. Upon approval of the application and payment of a fee, the Texas DPS provides the applicant with certain motor vehicle record information for all persons in the State of Texas with a Texas driver’s license or an automobile registered in Texas. These records are provided on magnetic tapes and the DPS periodically provides updated information.

12. On 1/31/2007, Sharon Taylor and 23 other individuals, on behalf of themselves and all others similarly situated (hereinafter, “Taylor”), filed a class action first amended complaint against Safeway Inc., and 31 other entities, including Unicard, in United States District Court for the Eastern District of Texas, Case No. 2:07-CV-00017 (“the Underlying Action”), for alleged violations of the Driver Privacy Protection Act, 18 U.S.C. §2121 *et seq.* (hereinafter “the DPPA”).

13. In the Underlying Action, Taylor asserts a single cause of action against Unicard and the other 31 defendants under the DPPA. Taylor alleges that from June 1, 2000 to the present, defendants “knowingly” “obtained and/or used” “personal information” from “motor vehicle records” such as name, home address and race pertaining to over 20,000,000 Texas residents from the Texas Department of Public Safety (hereinafter “DPS”) for which defendants did not have a “permissible purpose” in violation of the DPPA.

14. Taylor seeks class certification, injunctive relief, statutory liquidated damages in the amount of \$2,500 for each violation of the DPPA concerning each plaintiff and each class member, punitive damages, and other such relief as the Court deems appropriate.

15. Taylor does not allege any plaintiff has suffered any bodily injury or property damage.

16. Taylor does not allege that Unicard “published” personal information or otherwise revealed personal information to any third party in an unauthorized manner.

17. Taylor does not allege that any plaintiff suffered any actual harm or specific monetary damages as a result of Unicard’s alleged violations of the DPPA.

18. Taylor further alleges that Unicard “knowingly” violated the DPPA in reckless disregard of the law.

19. Continental Casualty, Valley Forge, or Transportation issued yearly Commercial General Liability policies to Unicard, all with Policy No. B 1075485585, and effective June 23, 1999 to June 23, 2006 (“the 99-06 Primary Policies”). The 99-06 Primary Policies identify both ABC Data, Inc. and Unicard Systems, Inc. as Named Insureds. The 99-06 Primary Policies provide per occurrence limits of \$1 million, a personal and advertising injury limit of \$1 million, and a \$2 million general aggregate limit.

20. The 99-06 Primary Policies provide in relevant part as follows:

SECTION I – COVERAGES

A. COVERAGES

1. Business Liability

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “property damage”, “bodily injury”, “personal injury” or “advertising injury” to which this insurance applies. We will have the right and duty to defend any “suit” seeking those damages. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

(1) The amount we will pay for damages is limited as described in SECTION D– Limits of Insurance; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements or medical expenses.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under
COVERAGE EXTENSION -SUPPLEMENTARY PAYMENTS.

b. This insurance applies:

(2) To

- (a) “Personal injury” caused by an offence arising out of your business excluding advertising, publishing, broadcasting or telecasting done by or for you

but only if the offence was committed in the “coverage territory” during the policy period.

B. EXCLUSIONS

This insurance does not apply to:

p. “Personal injury” or “advertising injury”:

- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

F. DEFINITIONS

“Personal injury” means injury, other than “bodily injury”, arising out of one or more of the following offences:

- e. Oral or written publication of material that violates a person’s right of privacy.

21. Transportation issued a Commercial General Liability Policy to Unicard, also Policy No. B 1075485585, effective June 23, 2006 to June 23, 2007 (“the 06-07 Primary Policy”). The 06-07 Primary Policy also identifies both ABC Data, Inc. and

Unicard Systems, Inc. as Named Insureds. The 06-07 Primary Policy also provides per occurrence limits of \$1 million, a personal and advertising injury limit of \$1 million, and a \$2 million general aggregate limit.

22. The 06-07 Primary Policy provided the same limits of liability as the previous policies, but was written on form SB-300000-A (01/06) which provides virtually identical coverage for “personal injury” claims, and is endorsed with form SB-147078-A (01/06) which includes the following additional exclusion:

(15) This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

“Personal and advertising injury” arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(3) Any statute, ordinance, or regulation other than the TCPA or CAN-SPAM Act of 2003 that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

23. Continental Casualty issued yearly Commercial Umbrella Liability policies to ABC Data, Inc. dba Unicard Systems, Inc. from June 23, 1999 to June 23, 2003 under Policy No. B1075489698 (“the 99-03 Umbrella Policies”). True and correct copies of the 99-03 Umbrella Policies are attached hereto as Exhibit D and incorporated herein by this reference. These policies provide a limit of \$1,000,000 for each incident and a \$1,000,000 aggregate limit excess of the primary policies, with a retained limit of \$10,000.

As modified by form G-15357-C (10/93), AMENDATORY ENDORSEMENT-TEXAS, the policies provide in relevant part as follows:

SECTION 1 – COVERAGES

1. Insuring Agreement

We will indemnify the insured all sums that the insured becomes legally obligated to pay as “ultimate net loss” because of:

c. “Personal injury”

caused by an “incident” which takes place during the policy period and in the policy territory.

2. Exclusions

This insurance does not apply to:

c. “Personal injury” or “advertising injury”:

(2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of the wilful violation of a penal statute or ordinance committed by or with the consent of the insured.

SECTION V – DEFINITIONS

9. “Incident”

a(2). The trigger of coverage, with respect to “personal injury” or “advertising injury” is an offence.

(a) For “personal injury”, when coverage is triggered by an offence, then “incident” means an act or series of acts of the same or substantially the same nature committed during this policy period. All loss arising out of such act or series of acts, regardless of the frequency thereof or the number of claimants, shall be deemed to arise out of one offence.

10. “Personal Injury” means injury other than “bodily injury”, arising out of one or more of the following offences:

h. Invasion of rights of privacy,
all of which are committed in the conduct of an insured’s business; except for coverage that is afforded under “advertising injury.”

24. Continental Casualty issued yearly commercial umbrella liability policies to ABC Data, Inc. dba Unicard Systems, Inc. from June 23, 2003 to June 23, 2005 under policy No. B1075489698. (“the 03-05 Umbrella Policies”). These policies provide the same limits of liability as the prior umbrella policies. The only significant difference between these umbrella policies and the earlier umbrella policies is in the exclusion language. As modified by form G-15357-C (10/93), AMENDATORY ENDORSEMENT- TEXAS, these policies provide in relevant part as follows:

2. Exclusions

This insurance does not apply to:

c. “Personal injury” or “advertising injury”:

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict “personal injury” or “advertising injury”.
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

25. Continental Casualty issued a commercial umbrella liability policy to ABC Data, Inc. dba Unicard Systems, Inc. effective June 23, 2005 to June 23, 2006 under Policy No. B1075489698. (“the 05-06 Umbrella Policy”). This umbrella policy provides the same limits of liability as the prior umbrella policies. The significant change in this umbrella policy was the addition of form G-147133-A (01/04), AMENDMENT OF DEFINITIONS, which provides in relevant part as follows:

SECTION V – DEFINITIONS

“**Personal and advertising injury**” means injury including consequential “bodily injury”, arising out of one or more of the following offences:

5. Oral or written publication, in any manner, that violates a person’s right of privacy;

26. Continental Casualty issued commercial umbrella liability policy to ABC Data, Inc. dba Unicard Systems, Inc. from June 23, 2006 to June 23, 2007 under policy No. B1075489698. (“the 06-07 Umbrella Policy”). This policy provides the same limits of liability with the same essential terms and conditions as the prior policy.

FIRST CAUSE OF ACTION--DECLARATORY RELIEF

PLAINTIFFS HAVE NO DUTY TO DEFEND OR INDEMNIFY

27. Continental Casualty, Valley Forge and Transportation incorporate by reference paragraphs 1 through 29 as if set forth herein.

28. An actual controversy has arisen and now exists between Continental Casualty, Valley Forge and Transportation on the one hand and Unicard on the other with respect to whether Continental Casualty, Valley Forge and/or Transportation owe any duty to defend Unicard in the Underlying Action under the Primary Policies or the Umbrella Policies. As to this controversy, Continental Casualty, Valley Forge and Transportation request the Court to make and enter a binding judicial declaration in accordance with Continental Casualty’s, Valley Forge’s and Transportation’s contentions set forth below. The requested declarations are both necessary and proper at this time under the circumstances in that the interests of judicial economy and substantial justice will be served thereby.

29. Continental Casualty, Valley Forge and Transportation contend that they owe no duty to defend Unicard in the Underlying Action for the following reasons:

- a. Taylor’s allegations in the Underlying Action do not fall within the “personal injury” definition within the Primary Policies or the Umbrella Policies.
- b. The Primary Policies and the Umbrella Policies are not triggered because Taylor does not allege that Unicard published any plaintiffs’ “personal information” to any third party.

- c. The Primary Policies and the Umbrella Policies are not triggered because no actual invasion of privacy is alleged in the Underlying Action.
- d. The Primary Policies and Umbrella Policies are not triggered as no bodily injury or property damage, as defined by the Policies, is alleged in the Underlying Action.
- e. Taylor's allegations in the Underlying Action do not fall within the definitions of "advertising injury" in either the Primary Policies or Umbrella Policies.
- f. The Primary Policies and Umbrella Policies are not triggered as no "advertising activity" is alleged in the Underlying Action.
- g. Taylor's allegations in the Underlying Action concern violations of a statute that prohibits or limits the sending, transmitting, communicating or distribution of material or information.
- h. The allegations and prayer for relief in the Underlying Action bring the claim within the 06-07 Primary Policy's exclusion for "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
 - (3) Any statute, ordinance, or regulation other than the TCPA or CAN-SPAM Act of 2003 that prohibits or limits the sending, transmitting, communicating or distribution of material or information.
- i. Therefore, Continental Casualty, Valley Forge and Transportation owe no duty to defend Unicard in the Underlying Action under any Primary Policy; and
- j. Continental Casualty owes no duty to defend Unicard in the Underlying Action under any Umbrella Policy.

Because plaintiffs have no duty to defend, under Texas law they are entitled to judgment declaring that they have no duty to pay any judgment or settlement entered in the underlying case, or to indemnify defendants for same.

SECOND CAUSE OF ACTION
RESTITUTION/REIMBURSEMENT

30. Continental Casualty, Valley Forge and Transportation incorporate by reference paragraphs 1 through 32 as though fully set forth herein.

31. Continental Casualty, Valley Forge and Transportation have incurred defense costs defending Unicard in the Underlying Action, despite the fact that the Policies do not even potentially cover the claims therein.

32. Continental Casualty, Valley Forge and Transportation have informed Unicard of their position that the Underlying Action is not even potentially covered under the policy based upon the exclusions thereto, that they may file a declaratory relief action to resolve the coverage issues, and have expressly reserved their right to seek reimbursement of any and all defense costs they incurred defending the Underlying Action.

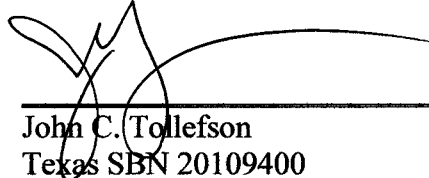
33. Unicard has been unjustly enriched due to Continental Casualty's, Valley Forge's and Transportation's extra-contractual defense of the Underlying Action.

34. Continental Casualty, Valley Forge and Transportation are entitled to reimbursement of all of the defense costs they have incurred defending Unicard in the Underlying Action in an amount to be proven at trial.

WHEREFORE, Continental Casualty, Valley Forge and Transportation demand judgment against ABC Data, Inc. dba Unicard Systems, Inc., for a declaration that Continental Casualty, Valley Forge and Transportation have no duty to defend or indemnify ABC Data, Inc. dba Unicard Systems, Inc. in the Underlying Action under

either the Primary Policies or the Umbrella Policies, and for an order requiring Unicard to reimburse Continental Casualty, Valley Forge and Transportation for any and all sums they have paid to defend and/or indemnify Unicard in the Underlying Action, for costs of suit; and for such additional and further relief as the court deems just and proper.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'John C. Tollefson', is written over a horizontal line.

John C. Tollefson

Texas SBN 20109400

Stephen A. Melendi

SBN 24041468

Tollefson Bradley Ball & Mitchell, LLP

2811 McKinney Avenue, Suite 250

Dallas, TX 75204

214.665.0100

214.665.0199 (fax)

johnt@tbbmlaw.com

stephenm@tbbmlaw.com

ATTORNEYS FOR PLAINTIFFS

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS Continental Casualty Company, Valley Forge Insurance Company, et al.	DEFENDANTS ABC Data, Inc., dba Unicard Systems, Inc., and Does 1 through 10, inclusive
(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)	County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)
(c) Attorney's (Firm Name, Address, and Telephone Number) Tollefson Bradley Ball & Mitchell, LLP, 2811 McKinney Ave., Suite 250, Dallas, TX 75204; 214-665-0100	NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

RECEIVED
AUG 15 2007

CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS

307 - CV1408 - K

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)	III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)																								
<input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<table style="width: 100%;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input checked="" type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input checked="" type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT (Place an "X" in One Box Only)					
CONTRACT <input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN (Place an "X" in One Box Only)							Appeal to District Judge from Magistrate Judgment
<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7	

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

VI. CAUSE OF ACTION Brief description of cause: 28 USC 1332; insurance dispute

VII. REQUESTED IN COMPLAINT:	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	DEMAND \$ 75000	CHECK YES only if demanded in complaint: JURY DEMAND: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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VIII. RELATED CASE(S) PENDING OR CLOSED (See instructions): JUDGE US District Court, Eastern Dist. Texas DOCKET NUMBER 2:07-CV-00017

DATE 8/14/07 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE